

Please return to:
Pam Thurner/BSB Bldg., D 01 N
USAA Federal Savings Bank
10750 McDermott Freeway
San Antonio, TX 78288

(Space Above this Line for Recording Data)

Title(s) of Document:
Affidavit

Date of Document
September 25, 2006

Grantor(s):
Shawn Martin
Sabine Martin

Grantors' Address:
9965 Cypress Bend Drive
Olive Branch, MS 38654

Grantee(s):
USAA Federal Savings Bank

Grantee's Address:
10750 McDermott Freeway
San Antonio, TX 78288

Loan (35567742)

Application (603170752)

AFFIDAVIT

***This Affidavit references the Deed of Trust recorded June 7, 2006 in Docket T, Book 2489, Page 516 in the Official Records of Desoto County, Mississippi.

Shawn Martin and Sabine Martin individually and collectively (the "Borrower") hereby certify warrant and affirm that: (i) Borrowers entered into a loan transaction (the "Loan") with USAA Federal Savings Bank ("USAA") to borrow money and receive credit in the original principal sum of **Two Hundred Sixteen Thousand, Ninety-six Dollars and zero /00 (US \$ 216,096.00)**(the "Loan Amount"); (ii) Borrowers executed a promissory note (the "Note"), dated **June 1, 2006** and made payable to the order of USAA in the Loan Amount ; (iii) Grantors executed a mortgage/deed of trust/security deed (the "Security Instrument") also dated **June 1, 2006** granting USAA a lien upon the real property and improvements thereon located at **9965 Cypress Bend Cove, Olive Branch, MS 38654** (the property); (iv) Also, in conjunction with the execution of the Security Instrument, Borrower executed the VA Guaranteed Loan and Assumption Policy Rider (the 'VA Rider') and also a Planned Unit Development Rider (the 'PUD Rider') with regard to the Property (the VA Rider and the PUD Rider shall be collectively referred to as the ("Riders"))(the Note, the Security Instrument, the Riders and all other instruments and documents executed ancillary to or in conjunction with the making of the Loan shall be referred to as the "Loan Documents"); (iv) On the first page of the Note and on the third page of the Security Instrument and on the first page of each Rider, in the space reserved for, and/or denominated as "Property Address" , each document inadvertently reflects an incorrect street address for the Property address; that is, the Property street address reflected on the Note, on the Security Instrument, and on each of the Riders is " 9965 Cypress Bend Cove, Olive Branch, MS 38654 , the error being in the recitation of the street name in the Property address: (v) The purpose of this Affidavit is to confirm and state that it was the intent of Borrower in executing the Note and Security Instrument to recite the Property address as "**9965 Cypress Bend Drive, Olive Branch, MS 38654** and that such address is the proper street address to be reflected on the Note, on the Security Instrument, and Riders and that, upon return of the recorded Security Instrument, said Security Instrument, reflecting the correct Property address, shall be re-recorded in the appropriate office of recordation; and (vi) the terms of the Note, the Security Instrument, and Riders all as supplemented by this Affidavit, as well as other Loan Documents, are valid against Borrower in accordance with their terms and that there are no offsets, counterclaims or defenses to their enforcement.



Shawn Martin



Sabine Martin

Legal description: Lots 64, 105 and 106, First Revision to Phase 3, Cypress Creek Plantation Subdivision situated in Sections 14 and 15, Township 2 South, Range 6 West, Desoto County, Mississippi as per plat recorded in Plat Book 76, Pages 46-52, Chancery Clerk's Office, Desoto County, Mississippi.

STATE OF Mississippi
COUNTY OF DeSoto

The foregoing was subscribed, sworn to, and acknowledged before me, the undersigned notary in and for said County and State this 25 day of SEPTEMBER, 2006 by Sabine Martin said person(s) known to me to be the person(s) whose name(s) is/are set forth thereon and who confirmed to me that he/she/they executed the above Affidavit and in the capacity (ies) stated JOHN



Stephen T. Diggs
Notary
My Commission Expires: July 30, 2010